



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR OPR MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46 and/or 47 and 55;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend; the landlord gave sworn testimony that they served the Notices to end Tenancy dated July 6, 2015 and August 1, 2015 personally and the Application for Dispute Resolution by registered mail. It was verified online as successfully delivered. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated July 6, 2015 for unpaid rent and one dated August 1, 2015 for cause. Is the landlord now entitled to an Order of Possession and to a Monetary Order for rental arrears and filing fee?

Background and Evidence:

Only the landlord attended. She said they had bought the house on July 1, 2015 and the tenants who were living there refused to pay rent, claiming they had issues with the former owner. They do not know when the tenancy commenced but rent is \$950 per month and they received \$400 security deposit from the previous owner. The landlord said the tenants did not pay rent for July, August or September but the Ministry sent \$850 on behalf of one tenant. The landlord claims \$2,000 in rental arrears and \$108 for outstanding utilities. The tenant did not submit any dispute.

The landlord said the one month Notice to End Tenancy was given because this is an unauthorized suite and the City has ordered them to close it. The tenants had verbally agreed to leave to the previous landlord but have refused to do so and the City will commence levying fines against the owner on September 25, 2015.

In evidence are utility bills, the Notices to End Tenancy, letters from the City and a copy of the Ministry cheques.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

I find that the landlord is entitled to an Order of Possession. There is outstanding rent and also good cause to end the tenancy pursuant to section 47 as the City is enforcing their bylaw against this unauthorized suite. The Tenant has not made application pursuant to Sections 46 or 47 to set aside the Notices to End a Residential Tenancy and the time to do so has expired. In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. I find the tenancy is at an end. An Order of Possession is issued effective two days from service.

Monetary Order

I find that there are rental arrears in the amount of \$2,000 representing rental arrears from July to September 2015 plus \$108 in unpaid utility bills.

Conclusion:

I find the landlord is entitled to an Order of Possession effective two days from service and a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears	2000.00
Utilities unpaid	108.00
Filing fee	50.00
Less security deposit as received from previous owner	-400.00
Total Monetary Order to Landlord	1758.00

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 17, 2015

Residential Tenancy Branch

